

FEB 24 2006

Attorney's Docket No.: 16850-007001

OFFICIAL COMMUNICATION FACSIMILE:

OFFICIAL FAX NO: (571) 273-8300


Number of pages including this page 10

Applicant : Johannes C. van Groeninghen
Serial No. : 09/446,996
Filed : December 30, 1999Art Unit : 1649
Examiner : Christina M. BorgeestTitle : Methods for Tumor Diagnosis and Therapy Using GnRH Agonists GnRH
Antagonists (As Amended)Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is a Revocation and New Power of Attorney, faxed this 24th day of February, 2006, to the United States Patent and Trademark Office.

Respectfully submitted,

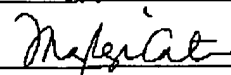
Date: February 24, 2006


Mary Ann Dillahunty
Reg. No. 34,576Fish & Richardson P.C.
500 Arguello Street, Suite 500
Redwood City, California 94063
Telephone: (650) 839-5070
Fax: (650) 839-5071

50331288.doc

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission February 24, 2006

SignatureMaria Regina Canis
Typed or Printed Name of Person Signing Certificate

FEB 24 2006

Attorney's Docket No.: 16850-007001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Johannes C. van Groeninghen Art Unit : 1649
Serial No. : 09/446,996 Examiner : Christina M. Borgeest
Filed : December 30, 1999
Title : METHODS FOR TUMOR DIAGNOSIS AND THERAPY USING GNRH
AGONISTS AND GNRH ANTAGONISTS (AS AMENDED)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) UTI Limited Partnership, a Canadian corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ An assignment from the inventor of the patent application identified above. A copy of the assignment document is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints the practitioners associated with:

PTO Customer Number: 26181

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26181

Applicant : Johannes C. van Groeninghen
Serial No. : 09/446,996
Filed : December 30, 1999
Page : 2 of 2

Attorney's Docket No.: 16850-007001

Direct all telephone calls to Mary Ann Dillahunty, Reg. No. 34,576, at telephone number (650) 839-5070.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 2/22/06

Kevin A. Casar
By:

Title: Vice President Licensing & Business
Development

UTI Limited Partnership

50328881.doc



**MEMORANDUM OF UNDERSTANDING ("MOU") AND
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This MOU and Intellectual Property Assignment Agreement (the "Agreement"), effective the 22nd day of April, 2005,

BETWEEN:

JOHAN van GROENINGHEN, an individual residing at Karlsbank 9A, 44229 in Dortmund, Germany ("JVG")

-and-

UTI LIMITED PARTNERSHIP having a place of business at #130, 3553-31 Street N.W., Calgary, Alberta T2L 2K7 Canada.
("UTI")

WHEREAS:

A. JVG is a medical researcher;

B. JVG has developed a technology for measuring gonadotropin-release hormone ("GnRH") receptors in tumor cells, which is useful for the diagnosis and treatment of tumors with a GnRH receptor agonist and/or antagonist (the "JVG Technology");

C. JVG has obtained German Patent No. DE 197 28 737.9 (W099/01764) and has filed the following patent applications:

- (i) United States Application No. 20030166503A1,
- (ii) Canada Patent Application No. 2295577,
- (iii) Japan Patent Application No. 11-506130,
- (iv) Hong Kong Patent Application No. 00105015.0,
- (v) Europe Patent Application No. 98944968.1;

D. UTI is in the business of commercializing technology-based intellectual property from research institutions, corporations and individuals;

E. UTI has agreed to assist JVG in protecting and commercializing the JVG Technology, referred to above and defined below;

F. UTI possesses technology for treating liver cancer by use of GnRH and GnRH receptor agonists and/or antagonists (the "UTI Technology"), including United States Patent No. 5,760,000 invented by Dr. Hamid R. Habibi of Calgary, Alberta, Canada;

G. JVG has agreed to transfer and assign to UTI all of his rights, title and interest in the JVG Technology in order for the parties to commercially develop the combined JVG Technology and the UTI Technology (the "Joint Technology").

NOW THEREFORE, this Agreement witnesses that for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

1.01 "Confidential Information" means any information of either party and includes, without limitation, any business, marketing, technical and scientific information, processes, data, formulae, plans, prototypes, specifications, know-how, improvements, inventions (whether patentable or not), techniques, research, business opportunities, agreements or other information whether or not related to or arising from the activities contemplated in this Agreement and which may be in any form or medium and whether or not designated as confidential (or like designation). Despite the forgoing, Confidential Information shall not include any information that:

- (a) is in the public domain without such disclosure being the result, directly or indirectly, of a breach of the obligations of confidence, secrecy or non-use by JVG or UTI;
- (b) was previously known to the receiving party, reasonable proof of which lies upon the receiving party;
- (c) was received by a party without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information and the right to disclose it;
- (d) is released or disclosed to the public by a disclosing party; or
- (e) is required to be disclosed by operation of law.

1.02 "Effective Date" means the day, month and year first written above.

1.03 "Patents" means collectively German Patent No. DE 197 28 737.9 (W099/01764) and the following patent applications: United States Application No. 20030166503A1; Canada Patent Application No. 2295577; Japan Patent Application No. 11-506130; Hong Kong Patent Application No. 00105015.0; and Europe Patent Application No. 98944968.1., and any continuations, divisionals, continuations-in-part, or reissues of any of the foregoing, or any patent or patent application which claims the priority benefit of any of the foregoing.

1.04 "JVG Technology" means a method for recognizing and determining GnRH receptors and use of GnRH receptor agonists and/or antagonists for decreasing the replication of cells bearing GnRH receptors, including the subject matter of the Patents.

ARTICLE II
ASSIGNMENT OF RIGHTS

2.01 JVG hereby assigns, transfers, conveys and sets over unto UTI or its nominee, absolutely all of his right, title, estate and interest in and to the JVG Technology, and shall execute all documents and take all such actions reasonably necessary to vest title and ownership of all the JVG Technology, including the Patents, in UTI.

2.02 JVG further assigns, transfers, conveys and sets over unto UTI, absolutely all of his right, title, estate and interest in and to any improvements to the JVG Technology that he may develop and acquire in the future, subject to the rights of third parties to any such improvements.

2.03 JVG represents and warrants that JVG has full power and authority to perform all of his obligations contained in this Agreement, and that UTI will obtain all rights, title and interest stated in this Agreement free and clear of any encumbrances and restrictions, without requiring the consent of any other person, firm or corporation.

2.04 JVG warrants that he has no knowledge of any patent, copyright, industrial design, trademark, trade secret or other industrial or intellectual property right that is or could be infringed by the JVG Technology.

THIS PAGE BLANK (USPTO)

THIS PAGE BLANK (USPTO)

THIS PAGE BLANK (USPTO)

7

9.07 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written above.

Witness Signature



JOHAN van GROENINGHEN

Print Name

KARLSBANK 97 44229 DORTMUND
Address - GERMANY

UTI Limited Partnership
by its General Partner,
University Technologies International Inc.

Per: 

Paul G. Cataford
President & CEO